

BROWN GAVALAS & FROMM LLP
Attorneys for Plaintiff
PRAXIS ENERGY AGENTS S.A.
355 Lexington Avenue
New York, New York 10017
212-983-8500

JUDGE KOELTL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PRAXIS ENERGY AGENTS S.A.,

Plaintiff,

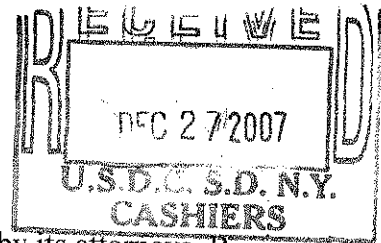
-against-

LE ROYAUME PETROLEUM PTE. LTD.,

Defendant.
-----X

07 CV 11594

VERIFIED COMPLAINT



Plaintiff, PRAXIS ENERGY AGENTS S.A. ("Plaintiff"), by its attorneys, Brown

Gavalas & Fromm LLP, as and for its Verified Complaint against Defendant, LE

ROYAUME PETROLEUM PTE. LTD. ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.
2. At all material times, Plaintiff was and now is a corporation duly organized and existing under and by virtue of the laws of the British Virgin Islands, with an office and place of business in Athens, Greece.
3. Upon information and belief, at all material times Defendant LE ROYAUME PETROLEUM PTE. LTD was and now is a corporation organized and existing under and by virtue of the laws of Singapore, with an office and place of business in Singapore.
4. At all material times, Plaintiff was a seller worldwide of marine bunker fuel

(hereinafter “bunkers”).

5. On or about September 4, 2007, Defendant agreed to purchase a quantity of approximately 1,500-1,800 metric tons (“MT”) of bunkers from Plaintiff to be delivered to the M/V BARUNAWATI on or about September 12-14, 2007. On the basis of this agreement, 1,475.361 MT of bunkers were delivered by Plaintiff to the M/V BARUNAWATI on September 11, 2007.

6. On or about September 17, 2007, Defendant agreed to purchase a quantity of approximately 350 MT of bunkers from Plaintiff to be delivered to the M/V AGGRAINI on or about September 22-23, 2007. On the basis of this agreement, 342.649 MT of bunkers were delivered by Plaintiff to the M/V AGGRAINI on September 22, 2007.

7. On or about October 5, 2007, Defendant agreed to purchase a quantity of approximately 95 MT of bunkers from Plaintiff to be delivered to the M/T KHADIJAH on or about October 11, 2007. On the basis of this agreement, 94.130 MT of bunkers were delivered by Plaintiff to the M/T KHADIJAH on October 14, 2007.

8. On or about October 5, 2007, Defendant agreed to purchase a quantity of approximately 60 MT of bunkers from Plaintiff to be delivered to the M/T FATIMAH on or about October 6, 2007. On the basis of this agreement, 60.328 MT of bunkers were delivered by Plaintiff to the M/T FATIMAH on October 6, 2007.

9. On or about October 18, 2007, Defendant agreed to purchase a quantity of approximately 35 MT of bunkers from Plaintiff to be delivered to the M/T KHADIJAH on or about October 22-24, 2007. On the basis of this agreement, 35 MT of bunkers were delivered by Plaintiff to the M/T KHADIJAH on October 23, 2007.

10. On or about October 31, 2007, Defendant agreed to purchase a quantity of approximately 80 MT of bunkers from Plaintiff to be delivered to the M/T KHADIJAH

on or about November 3, 2007. On the basis of this agreement, 80 MT of bunkers were delivered by Plaintiff to the M/T KHADIJAH on November 4, 2007.

11. Pursuant to these agreements, Defendant agreed to pay Plaintiff for, *inter alia*, the cost of the bunkers supplied to the vessels identified in paragraphs five through ten, above. Annexed hereto as Exhibit "A" are invoices 101468/2007, 101469/2007, 081272/2007, 091362/2007, 101594/2007, and 101625/2007 issued and delivered to Defendant, evidencing the total cost of the bunkers supplied by Plaintiff to Defendant and the vessels, as aforesaid, to wit \$878,894.34.

12. On or about December 19, 2007, there was due and owing from the Defendant the amount of \$878,894.34, exclusive of interest and costs.

13. Pursuant to section 12.01.4 of Plaintiff's Standard Terms and Conditions for the Sale of Marine Bunker Fuels and Lubricants, incorporated by reference into each of the agreements, Defendant owes Plaintiff a financial charge of two percent per calendar month on all outstanding balances, amounting to \$15,946.78 for December 2007 and \$17,577.88 per month thereafter.

14. Pursuant to section 12.01.10 of Plaintiff's Standard Terms and Conditions for the Sale of Marine Bunker Fuels and Lubricants, incorporated by reference into each of the agreements, Defendant owes Plaintiff the full legal and other costs and expenses incurred by Plaintiff in connection with Defendant's breach of the agreements, estimated to be \$45,000.00.

15. No part of the balance due to Plaintiff under these agreements has been paid by Defendant despite due demand therefor.

16. Plaintiff sues on its own behalf, and as agent and trustee on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this

action.

17. Upon information and belief, Defendant cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but is believed to have, or will have during the pendency of this action, assets within this District, specifically including cash, funds, freight, hire, accounts, and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Bank of China; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank; Deutsche Bank; Standard Chartered Bank; HSBC; Mashreq Bank; and, Wachovia Bank, which are believed to be due and owing to the Defendant.

WHEREFORE Plaintiff prays:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendant, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That because the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts, and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Bank of China; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank; Deutsche Bank; Standard Chartered Bank; HSBC; Mashreq Bank; and, Wachovia Bank, which are due and owing to the Defendant, in the amount of

\$939,841.12, inclusive of interests and costs, to secure Plaintiff's claim, and that all persons claiming any interest in the same be cited to appear and, pursuant to Supplemental Admiralty Rule B, answer the matters alleged;

C. That this Honorable Court grant Plaintiff judgment against the Defendant in the sum of Nine Hundred Thirty Nine Thousand Eight Hundred Forty One dollars and Twelve cents (\$939,841.12), plus interest.

D. That Plaintiff have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York
December 27, 2007

BROWN GAVALAS & FROMM LLP
Attorneys for Plaintiff
PRAXIS ENERGY AGENTS S.A.

By: 

Peter Skoufalos (PS-0105)
355 Lexington Avenue
New York, New York 10017
212-983-8500

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiff.
2. I have read the foregoing Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.


PETER SKOUFALOS

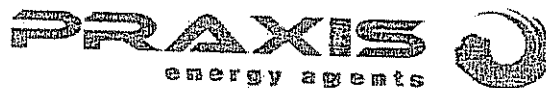
Sworn to before me this
27th day of December 2007


Notary Public

EVAN B. RUDNICKI
Notary Public of the State of New York
No. 02RU6142314
Qualified in Rockland County
Term Expires March 13, 2020

EXHIBIT

A



5

INVOICE

11 September, 2007

M/V BARUNAWATI
 AND/OR MASTER AND/OR OWNERS
 AND/OR MANAGERS AND/OR OPERATORS
 AND/OR LE ROYAUME GROUP
 AND/OR BARUNAWATI MTME PTE LTD
 9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
081272/2007	AS ABOVE	BARUNAWATI	SINGAPORE	11 September, 2007

GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
IFO-380	1,475,361	MT	378,500	558,424,14
TRANSPORTATION (B	1,000	LUMP SUM	1,500,000	1,500,00

TOTAL: USD 559,924,14

Due Date: 10 November, 2007 (Credit Terms: 60 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2,00% pro rata per month will be levied for overdue payment.
 Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

J.P. MORGAN CHASE BANK N.A(HONG KONG)

SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O.BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. # 257564

GA**INVOICE**

22 September, 2007

M/V ANGGRAINI
 AND/OR MASTER AND/OR OWNERS
 AND/OR MANAGERS AND/OR OPERATORS
 AND/OR LE ROYAUME GROUP

9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
091362/2007	AS ABOVE	ANGGRAINI	SINGAPORE	22 September, 2007
GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
IFO-380	297,402	MT	380,000	113,012,76
GASOIL DMA	45,247	MT	680,000	30,767,96

TOTAL: USD 143,780,72

Due Date: 21 November, 2007 (Credit Terms: 60 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2,00% pro rata per month will be levied for overdue payment.
 Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

J.P. MORGAN CHASE BANK N.A(HONG KONG)

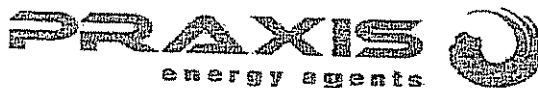
SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. # 267564

4A



INVOICE

6 October, 2007

M/V FATHIMAH
AND/OR MASTER AND/OR OWNERS
AND/OR MANAGERS AND/OR OPERATORS
AND/OR LE ROYAUME GROUP

9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
101469/2007	AS ABOVE	FATHIMAH	SINGAPORE	6 October, 2007
GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
GASOIL DMA	60,326	MT	695,000	41,926,57
TRANSPORTATION (E	1,000	LUMPSUM	1,200,000	1,200,00

TOTAL: USD 43,126,57

Due Date: 20 November, 2007 (Credit Terms: 45 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2.00% pro rata per month will be levied for overdue payment.
Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

J.P. MORGAN CHASE BANK N.A(HONG KONG)

SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O.BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. #267564

1A**INVOICE**

14 October, 2007

M/V KHADIJAH
 AND/OR MASTER AND/OR OWNERS
 AND/OR MANAGERS AND/OR OPERATORS
 AND/OR LE ROYAUME GROUP

9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
101468/2007	AS ABOVE	KHADIJAH	SINGAPORE	14 October, 2007

GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
IFO-120	60,128	MT	426,000	25.614,53
GASOIL DMA	34,002	MT	688,000	23.393,38
TRANSPORTATION (B	1,000	LUMPSUM	1,500,000	1.500,00

TOTAL: USD 50.507,91

Due Date: 28 November, 2007 (Credit Terms: 45 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2,00% pro rata per month will be levied for overdue payment.
 Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

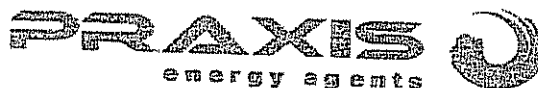
J.P. MORGAN CHASE BANK N.A.(HONG KONG)

SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O. BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. # 267564

3A**INVOICE**

23 October, 2007

M/V KHADIJAH
 AND/OR MASTER AND/OR OWNERS
 AND/OR MANAGERS AND/OR OPERATORS
 AND/OR LE ROYAUME GROUP

9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
101594/2007	AS ABOVE	KHADIJAH	PORT KELANG	23 October, 2007
GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
GASOIL DMA	35,000	MT	777,000	27,195,00

TOTAL: USD 27,195,00

Due Date: 7 December, 2007 (Credit Terms: 45 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2.00% pro rata per month will be levied for overdue payment.
 Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

J.P. MORGAN CHASE BANK N.A.(HONG KONG)

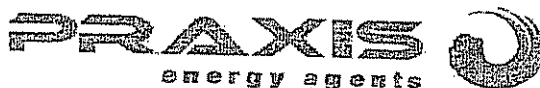
SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O.BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. # 267564

2A



INVOICE

4 November, 2007

M/V KHADIJAH
AND/OR MASTER AND/OR OWNERS
AND/OR MANAGERS AND/OR OPERATORS
AND/OR LE ROYAUME GROUP

9 RAFFLES PLACE #60-02, REPUBLIC PLAZA 048619

SINGAPORE

INVOICE DETAILS

INVOICE No.	BUYER	M/V	PORT	DELIVERY DATE
101625/2007	AS ABOVE	KHADIJAH	PENANG	4 November, 2007
GRADE	QUANTITY	UNIT	PRICE	AMOUNT USD
IFO-120	50,000	MT	575,000	28,750,00
GASOIL DMA	30,000	MT	787,000	23,610,00
TRANSPORTATION (B	1,000	LUMPSUM	2,000,000	2,000,00

TOTAL: USD 54,360,00

Due Date: 19 December, 2007 (Credit Terms: 45 DAYS)

E. & O.E.

GST @ exchange rate 1.5260 : sgd 0.00

An interest charge of 2,00% pro rata per month will be levied for overdue payment.
Please remit by telegraphic transfer free of all bank charges to:

BENEFICIARY BANK:

J.P. MORGAN CHASE BANK N.A(HONG KONG)

SWIFT CODE: CHASHKHH

ACCOUNT NUMBER: 6872254021

IN FAVOUR OF: PRAXIS ENERGY AGENTS

PRAXIS ENERGY AGENTS SA - P.O BOX 146, WICKHAMS CAY, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS REG. #267564